

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-02P-24170
ADDRESS OF PREMISES  572 Third Avenue Extension Rensselaer, NY 12144	PDN Number: PS0035201

THIS AMENDMENT is made and entered into between Third Avenue Partners, LLC

Whose address is: 77 Troy Road, East Greenbush, New York 12061

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to (i) provide for the temporary storage of boats on the grounds of the leased location; (ii) include a permanent 60x60 Wareyard as part of the Lease at an increase in annual rent; (iii) to provide for alterations associated with the Wareyard; and (iv) provide for a one-time lump sum payment associated with the Wareyard alterations:

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

1. The Lessor agrees to provide all labor and materials and construct a 60x60 Wareyard, in accordance with the terms and conditions of the Lease and the specifications set forth in this lease amendment and its attachments labelled Exhibits "BB" and "CC", adjacent to the exterior of the Government's leased premises known as 572 Third Street, Rensselaer, New York 12144, as shown on the drawing labeled Exhibit "AA," attached hereto ("Wareyard").
2. Prior to the commencement of the Wareyard alterations, the Lessor shall provide for the Government's approval, a plan detailing the alterations as described in Exhibits "BB" and "CC". This plan shall include but not be limited to, the location of the fence and split entry gate. The Government retains the right to request modifications, if necessary, to the plan prior to the Lessor's commencement of work. The Government's review and approval of the plan shall be limited to conformance with the scope of work set forth in Exhibits "BB" and "CC". Upon the Government's approval of the plan, the Government shall issue a written Notice to Proceed to the Lessor and the Lessor shall have ninety (90) to complete the alterations for the Wareyard. All materials and installations described in Exhibits "BB" and "CC" and installed by the Lessor shall be of standard commercial grade or higher. No substitution of materials may be made without prior written

This Lease Amendment contains 3 pages.

... shall remain in force and effect.  
... subscribed their names as of the below date.

[Redacted Signature]  
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anicy  
Entity Name: Third Avenue Partners, LLC  
Date: 3/24/17

FOR THE GOVERNMENT:  
\_\_\_\_\_  
Signature: [Redacted]  
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 7-26-17

WITNESSE  
\_\_\_\_\_  
Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Date: 3/24/17

consent of the Government. All alterations shall be substantially completed by the Lessor to the reasonable satisfaction of the Government, such satisfaction not to be unreasonably withheld. The Lessor shall give the Government a minimum of three (3) days written notice of substantial completion.

3. Upon completion of all alterations and installations, the Lessor will remove all construction debris and provide the Government with a clean Wareyard.
4. Upon completion of the alterations and acceptance of the work by the Government as satisfactorily completed, the Lessor shall submit an itemized invoice to the Government, in the amount of \$40,210.00, whereupon the Government shall make a onetime lump sum payment to the Lessor within thirty (30) days, upon submittal and reasonable approval of a proper invoice. The invoice shall be printed on the same letterhead as the named on this Lease, and shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference PD No. PS0035201 and shall be sent electronically to the GSA Finance Website at <https://www.finance.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690. If you are unable to process the invoices electronically, you may mail the invoices to the address: General Services Administration, Finance Division, 819 Taylor Street, Fort Worth, Texas 76102-0181. The Lessor shall simultaneously send a copy of the invoice to the GSA Contracting Officer.
5. The Lessor warrants to the Government all labor and materials installed hereunder for a period of one (1) year from the date of substantial completion of the alterations described in Exhibits "BB" and "CC," as accepted by the Government.
6. Upon payment as hereinabove described, all those removable fixtures installed pursuant to this Lease Amendment shall become the property of the Government, and may be changed, relocated and/or removed from the Leased premises by the Government, and the Lessor relinquishes forever all rights, title and interests in and to any and all such removable fixtures installed in accordance herewith.
7. The Government acknowledges that since April 1, 2016 and with the Lessor's permission, it has used a graveled portion of the Lessor's parking lot to store boats. It is further acknowledged that the Lessor now requires the payment of rent for the use of this area. Now therefore, effective April 1, 2016, the Government shall pay the Lessor a monthly rent of \$750 for the use of this graveled area of the parking lot until such time that the Wareyard described above is accepted by the Government as satisfactorily complete. The storage payments shall terminate the day prior to the effective date of the Wareyard acceptance.
8. Upon completion of the alterations and acceptance of the work by the Government as satisfactorily complete, the Government shall pay the Lessor an additional \$9,000.00 as part of the shell portion of the annual rent. The effective date of the acceptance of the Wareyard as well as the breakdown of the annual rent shall be more particularly set forth in another Lease Amendment to be executed by both parties.
9. Upon completion of the alterations and acceptance of the work by the Government as satisfactorily complete, the Government shall immediately relocate all equipment stored on the Lessor's property into the Wareyard.
10. The Wareyard shall not be subject to any tax adjustments, pursuant to Paragraph 2.07 of the Lease. Any rent associated with maintenance or repairs of the Wareyard shall not be subject to any operating cost escalations, pursuant to Paragraph 2.09 of the Lease.
11. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Lease Amendment (LA) in accordance with the provisions of the Lease and in the same manner as all other Tenant Improvements provided by the Lessor under this Lease. Said maintenance and repair shall include but not be limited to the following:

INITIALS: AL LESSOR & RJ GOVT

- a. Landscape maintenance as needed in and around Wareyard, including weed control and maintenance of the gravel area including filling of potholes.
- b. The removal of snow around the ware yard split entry gates to allow the gates to open and close entirely with ease. Snow removal is not needed within Wareyard space.
- c. The removal of all debris and litter in and around the Wareyard, especially around the ware yard split entry gates to allow the gates to open and close entirely with ease.
- d. The Lessor shall repair and maintain the structural integrity of the fence surrounding the Wareyard and the Wareyard split entry gates as often as needed, unless due to Government negligence. In which case the Government would then be responsible for the cost to repair and/or replace. If there is any settling of the soils, frost heaving, etc. that causes damage or questions the structural integrity of the fence the lessor would be responsible for repairs as needed.

INITIALS:

AS  
LESSOR

&

RF  
GOVT